

AGREEMENT
BETWEEN
WESTERN MONMOUTH UTILITIES AUTHORITY
AND
TEAMSTERS LOCAL UNION NO. 701
PLANT EMPLOYEES

EFFECTIVE FEBRUARY 1, 2013 – THROUGH - JANUARY 31, 2017

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ARTICLE 1. RECOGNITION OF RIGHTS

A. RECOGNITION OF UNION

1. In accordance with the "Certificate of Representative" of the Public Employment Relations Commission dated December 23, 1980 (Docket NO. RO 81-131), the Authority recognizes the Union as the exclusive collective bargaining agent in matters pertaining to wages, hours of work, and other terms and conditions of employment for all its employees in the Union.

2. The Authority will not negotiate with nor grant rights afforded under terms or provisions of this Agreement to any other employee organization in connection with the employees in the Union.

3. Included in this Agreement are all full-time plant and systems operations and maintenance employees. Excluded are all craft employees, professional employees, confidential employees, managerial executives and supervisors within the meaning of the act, and administrative employees.

B. MANAGEMENT'S RIGHTS

1. Except as specifically modified, relinquished or restricted herein, as long as such terms are in conformance with the Constitution and Laws of the State of New Jersey and of the United States, the Authority retains and shall possess and may exercise all rights, powers, functions, and privileges whether or not exercised, existing to it prior to the recognition of the Union and the execution of this Agreement, and same shall be retained by the Authority and remains exclusively in the discretion of the Authority.

2. Included in such rights, but not limited thereto, is the Authority's right to manage and operate its facility, to introduce new methods of operation and administration, to determine, establish or modify job standards, to introduce or change machinery, equipment and technical apparatus, to direct the working forces, to fix the number of shifts and adjust the same from time to time, to hire, classify, promote, transfer, discharge, suspend, discipline, lay-off, and recall employees, and, generally, to control and direct the Authority in all of its operations and affairs.

3. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities, duties, or authority under N.J.S.A.40-14B, the Sewerage Authority Law or any other national, state, county, or local law or ordinance.

ARTICLE 2. POLICY AGREEMENTS

A. NON DISCRIMINATION

The Authority and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, color, religion, national origin, physical handicap, political affiliation, Union membership, or legal Union activity permitted herein.

B. DUES DEDUCTION

1. The Authority agrees to deduct from the wages or salaries of its employees, subject to this Agreement, initiation fees and dues for the Union. The amount of initiation fees and dues will be certified to the Authority by the Secretary-Treasurer of the Union, and such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (e) as amended. Said monies together with records of any corrections shall be forwarded to the Union office in accordance with the monthly bill-paying cycle of the Authority.

2. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Authority written notice prior to the effective date of such change, and shall furnish to the Authority either a new authorization from each of its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the Secretary-Treasurer or President of the Union advising of such changed deduction.

3. The Union shall provide the necessary Authorization forms, secure the signature of its members on the forms, and deliver the signed forms to the Executive Director of the Authority. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that could arise out of or by reason of action taken by the Authority in reliance upon wage or salary deduction authorization cards submitted by the Union to the Authority or in reliance upon the official notification on the letterhead of the Union and signed by the President or Secretary-Treasurer of the Union advising of such changed deduction.

4. If a full-time regular employee is not a member of the Union, said employee shall be required to pay a representation fee to the Union. The representation fee, in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees, and assessments charged by the Union, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five per cent of the regular membership dues, fees, and assessments.

C. STRIKES-LOCKOUTS

1. It is agreed, subject to the laws of the State of New Jersey applicable thereto, that the Union, its officers and representatives, and the employees covered by this Agreement will not strike, slow down, picket, or engage in any job action that interferes with the Authority's operation of its facility during the term of this Agreement. Likewise, the Authority agrees there will be no lockout of employees during this Agreement.

2. The Authority shall have the right to take such disciplinary action, which it deems necessary, against any or all of the employees who participate in the aforementioned improper activity and such participation will constitute just cause for discharge assuming the conduct is proper.

ARTICLE 3. AUTHORITY RULES

A. RESPONSIBILITY

It shall be the responsibility of the employee to be aware of the contents of this Agreement and any additions necessitated by its provisions.

B. NEW RULES

The Authority may establish such Authority rules as it deems necessary or desirable, provided that such are not in conflict with the terms and provisions of this Agreement and further, provided that any controversy arising out of the establishment or exercise of any such rules is subject to the grievance procedure.

The Authority shall provide a list of all management personnel who can respond to grievances or issue rules.

ARTICLE 4. DISCIPLINE AND DISMISSAL

A. DEFINITION

Discipline of an employee shall be imposed only for just cause, and shall be defined as verbal warning, written warning, suspension of three (3) days or less, suspension of more than three (3) days and/or demotion and discharge. All warnings, including verbal warnings, shall be documented with copies provided to the Union and/or the employee.

B. WARNING NOTICE

1. Warning notices, to be valid, must be presented to the employee in the presence of a shop steward and a copy shall be given to the Shop Steward and the Union.

2. Any warning notice shall not remain in effect for a period of more than eight- (8) months providing the employee does not receive any additional warning notice on the same offense, except that for the P.T.O. abuse violations, pursuant to Article 13.A 10 the time period shall be ten (10) months.

3. No warning letter or letter of suspension shall be considered valid unless issued by the Employer within ten (10) days excluding Saturday, Sundays and Holiday's from the date the Employer knew of or reasonably should have become aware of the specific grounds and circumstances upon which it is based.

C. SUSPENSION

An Employee shall not be suspended until the Local Union has been given two day's notice by phone and/or in writing (Saturday, Sunday and holidays shall be excluded in determining the two-day period) unless the circumstances are such that the Authority or the employee would be better served by his/her not being at work.

D. DISMISSAL

The only causes for immediate dismissal prior to a hearing shall be for:

1. Theft of money, goods, or merchandise.
2. Being under the influence of alcohol while at work.
3. Being under the influence of drugs while at work.
4. Punching in or out another's time card without express permission by the Authority.
5. Possession of drugs, alcohol, or television sets on the premises.
6. Falsification of test results. Bonafide errors will not be deemed to be a falsification of test results.
7. Calling or engaging in a strike, slowdown, picket or any job action that interferes with the Authority's operation of its facility.
8. Assault on an employer or his representative.
9. Falsification of Application for Employment.
10. Intentional Falsification or modification of time card.

11. Sleeping on the job.
12. Failure to notify the Authority within three (3) business days of receipt of the notice from Motor Vehicle or conviction by the Court of the suspension or revocation of their driver's license.

ARTICLE 5. UNION RIGHTS AND REPRESENTATIVES

A. ACCESS TO PREMISES

Authorized representatives of the Union shall have access to the Authority's premises at a mutually convenient time for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining that the Agreement is being adhered to providing there is no interruption of the Authority's business therefrom.

B. INSPECTION OF PAYROLL RECORDS

An authorized representative of the Union shall have the right to inspect the Employer's pay records, time cards, welfare and pension fund records and/or other records of the employees at a mutually convenient time.

C. UNION STEWARD

1. The Authority recognizes the right of the Union to designate a Shop Steward and to remove said Steward at any time for the good of the Union.
2. Said Steward shall handle such Union business as may from time to time be assigned to him/her by the Union.
3. Said Steward shall have no authority to take any action that will interrupt or interfere with the Authority's business or operation.
4. Said Steward shall have super seniority for lay-off purposes.
5. The Shop Steward or his/her designated alternate shall be permitted reasonable time to investigate, present and process grievances on the company property without loss of time or pay. Such time spent in handling grievances during the Shop Steward's or his/her designated alternate's working hours shall be considered working hours in computing daily and/or weekly overtime, provided that this does not interfere with the performance of his/her regular duties.

ARTICLE 6. GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Should a difference arise between the Authority and the Union or the Authority and any employee as to the interpretation, meaning or application of any provision of this Agreement, every effort shall be made to settle such difference in the following manner:

- (A) All issues shall first be discussed with the immediate supervisor and/or shop steward and the employee identifying the issues to see if a resolution can be obtained.
- (B) If the issues cannot be resolved then the reasons giving rise to said grievance shall be reduced to writing by the employee alleging the grievance on the standard grievance forms supplied by the Union, indicating the Article and/or Section of this Agreement violated by the Employer and all pertinent facts involved.
- (C) The applicable Shop Steward shall present the written grievance to the supervisor/manager involved for disposition of the matter to be recorded on said form. The supervisor/manager shall give his answer, in writing, within seven (7) working days (Monday to Friday). Should the supervisor/manager fail to respond within seven (7) working days, the grievance will be deemed denied and the Union may proceed to the next step of the grievance procedure.
- (D) If a satisfactory settlement cannot be reached at this level, the entire written grievance, shall be referred to a meeting between the Executive Director and an official of the Union. Executive Director if necessary shall have the grievance reviewed by the Commissioners of the Authority. If a settlement of the matter cannot be reached at this level, the grievance shall be referred immediately to arbitration as herein provided.
- (E) If a grievance is not made known to the Authority within seven (7) days of the date of said violation, the matter shall be considered untimely, except that there shall be a ninety (90) day time limit on grievances involving wages, seniority and fringe benefits. With regard to (D) above, the meeting between the Executive Director or his designate and representatives of the Union shall take place within twelve (12) days following the written answer in the preceding step or within fifteen (15) days from the date of the grievance, whichever is the later. Any disposition of a grievance accepted by the Union or from which no timely appeal has been taken by the Union or the employee shall be final and conclusive and

binding upon the employee, the Authority and the Union.

Section 2. **MEDIATION OPTION**

In the event the Authority and the Union are unable to adjust the grievance, the dispute may be reduced to writing and referred to Thomas Sileo, Mediator, or another Mediator if Tom is not available, of the New Jersey State Board of Mediation. This notice must be conducted within thirty (30) days of the final decision by the Authority. Either the Authority or the Union may reject this referral to Mediation.

Mr. Sileo shall conduct an informal Mediation. The parties may rely on a verbal presentation of evidence and documentation of evidence. The Mediator will render a written advisory recommendation, as soon as possible, but no later than thirty (30) days after the hearing. The recommendation will be based on the evidence presented by both parties. Both parties may agree that the written recommendation is final and binding. The Mediator shall acknowledge such agreement in his written decision. If the Authority and the Union agree that the decision is final and binding, neither the Authority nor the Union can request Arbitration. The decision of the Mediator will be in lieu of a final and binding decision of an Arbitrator. If the Mediators written recommendation is not final and binding, either party may elect not to accept and implement the recommendations of the Mediator. In the event of refusal to accept the recommendation of the impartial third party, both parties shall agree that the recommendation of the Mediator shall not be admissible in the Arbitration. The parties also agree that no admissions made at the Mediation shall be admissible in the Arbitration. If either rejects the Mediators advisory recommendation, the matter shall be submitted to the New Jersey State Board of Mediation, who shall designate the Arbitrator to hear the dispute and render a final and binding decision.

Section 3. **ARBITRATION**

If the Union determines that a grievance is meritorious and requires a review by a third party, it may file a request for arbitration with the New Jersey Mediation Service within fifteen working days from the date of receipt of the request from the aggrieved employee.

1. Selection of an arbitrator and the conduct of any arbitration shall be in accordance with the established rules and regulations of the New Jersey State Board of Mediation.
2. In rendering a decision, the arbitrator shall be limited to the issues submitted as well as the definition of arbitration contained herein and shall consider nothing else. The



arbitrator cannot add to or subtract from, change or modify the Agreement between the parties.

3. The decision of the arbitrator shall be final and binding upon the parties for the duration of the Agreement.

4. The losing party shall pay the arbitrator's fee and his/her reasonable expenses. All other costs shall be borne by the party incurring such costs.

ARTICLE 7. SENIORITY AND PROBATIONARY EMPLOYEES

A. SENIORITY

1. Seniority shall be defined as the continuous length of employment with the Authority from the employee's date of last hire. At the expiration of the probationary period, the employee's seniority shall date from the date of his/her last hire.

2. Seniority, skill, and ability to perform the available work shall be considered in the matter of the selection of vacation.

3. An employee shall lose his/her seniority rights for any of the following reasons:

(a) If an employee resigns.

(b) If an employee is discharged.

(c) If an employee does not return to work within seventy-two hours when recalled from layoff, unless excused for illness or other valid reasons.

(d) If an employee is absent for three or more consecutive days or shifts without notifying the Authority, unless the employee can establish that it was impossible to do so.

(e) If an employee is laid off for a least twenty-four months.

4. The Authority shall provide an updated seniority list. The Employer shall post in a conspicuous place at the employer's facility, a list of employees arranged according to their seniority.

5. Vacations shall be treated on a first-come, first-served basis except that seniority shall determine who is to get a vacation day or dates if more than one (1) employee submits at the same time.

6. In determining promotions, demotions (other than for discipline) and transfers, the successful and/or retained employee must possess any college degree/college credits required for the job. If no employees possessing the requisite degree or college credits can be found within the bargaining unit, the Employer may pursue external candidates outside the bargaining unit to

fill the position. If more than one employee within the bargaining unit possesses the requisite degree or college credits, the successful and/or retained employee shall be selected based on Seniority.

If the most senior employee does not successfully complete the probationary period then the Employer shall choose the most-qualified employee. In the event that another employee feels that he/she is the most qualified, the only appeal shall be to the Executive Director whose decision shall be final and binding. The Executive Director agrees to meet with the challenging employee and his Union representative as quickly as possible.

With respect to layoffs, an employee affected by a layoff may bump an employee with lesser seniority; however, the bumping employee shall be given a 30-day probationary period to show that he/she has the ability to and can perform the job. A second 30-day probationary period may be granted at the Authority's discretion. If at the end of either probationary period, it is determined that said bumping employee does not have the ability to perform the job, said bumping employee shall be laid off.

B. PROBATIONARY EMPLOYEES

1. All newly-hired employees shall be on probation for a period of ninety (90) days following the calendar date of hire. A leave of absence for any reason, including sickness, will extend the probationary period by the number of days of leave of absence taken.

2. During the probationary period, an employee may be discharged for any reason which need not be stated by the Authority, and, in which event, there is no recourse by the Union or the employee to the grievance procedure or arbitration in this Agreement.

3. Unless specifically provided otherwise in this Agreement, probationary employees will be entitled to receive no paid benefits other than wages. However, they will receive seniority credit toward paid benefits following the probationary period.

ARTICLE 8. HOURS OF WORK AND OVERTIME

A. HOURS OF WORK

The regular workday shall consist of eight (8) hours and the regular workweek shall consist of five (5) consecutive days in any workweek, except those employees whose regular shift shall consist of ten (10) hours per day and four consecutive days per week. The workweek shall begin on Monday at 7:00 AM.

B. OVERTIME

1. Time and one-half the employee's regular straight-time rate of pay will be paid to employees for all hours worked in excess of eight hours in any workday except for those employees whose regularly scheduled shift is ten hours per day. They will receive time and one-half for all hours worked in excess of ten hours in any workday. With the written permission of the employee's supervisor, employees wishing to switch or trade off times of shifts can waive this.

2. Time and one-half the employee's regular straight-time rate or pay will be paid to employees for all work done on the sixth consecutive day worked in a workweek. Double time the employee's regular straight-time rate of pay will be paid to employees for all work done on the seventh consecutive day worked in the workweek. Those employees whose regular shift consists of ten hours shall receive one and one-half their regular straight-time rate of pay for all work done on the fifth day and the sixth day and double time on the seventh day in any workweek. They do not necessarily have to be consecutive days.

3. There shall be no pyramiding of overtime or premium rates.

4. Time and one-half the employee's regular straight-time rate of pay will be paid to employees for all work done on scheduled holidays.

5. Meals allowance shall be \$10.00 every four (4) hour period of consecutive overtime more hours of unscheduled overtime, that being in accordance with Article 8, Section D and Article 12, Section A. Paragraph 7. "Unscheduled" overtime for Operations is any overtime that is not part of the sign-up list. Unscheduled overtime for Maintenance employees remains unchanged.

6. Hours of overtime for shift coverage in the Operations Department will be as follows:

8:00AM – 5:00PM shift coverage will be 8:00AM – 1:00PM.

1:00PM – 10:00PM shift coverage will be 5:00PM – 10:00PM.

With the exception of emergency situations, no employee shall work more than 15 consecutive scheduled hours. Employees who work 15 or more consecutive hours shall be off a minimum of 5 hours before returning to work. Exception: Employees working the 1:00PM – 10:00 PM shift may work the 10:00PM – 8:00AM shift on an unscheduled basis (maximum of 18 consecutive hours. All consecutive hours worked beyond fifteen (15) shall be paid at two (2) times the employees' hourly rate.

7. Where steady shifts exist employees requested to work overtime on a daily basis shall be guaranteed a minimum of one (1) hour work or pay.
8. Employees shall be paid at one and one-half (1 ½) times the employees' hourly rate for all hours worked after the facility closes due to emergency conditions, i.e. snowstorms hurricanes etc.

C. OVERTIME DISTRIBUTION

1. Departmental seniority shall prevail for overtime assignments. An overtime log shall be kept and updated weekly, by supervision, in order that scheduled and unscheduled overtime work will be divided as equally as possible and practicable among the employees qualified to do the work.
 2. All overtime determination and assignments shall be made by supervision.
 3. The order of preference for overtime will be based on section, position, and the least amount of overtime hours worked up to that week. The Authority shall provide a list of all personnel qualified for specific overtime work. This list shall be updated every three- (3) months.
 4. Unscheduled overtime work offered but refused by an employee shall be counted as overtime worked for the purposes of determining the equitable distribution of overtime. Once the overtime list has been exhausted, the least senior person will work the overtime. If the least senior person has a bonafide emergency, the next least senior person will complete the overtime.
 5. When an employee works a position with a higher rate of pay, he will receive the posted rate of pay. When a position with a higher rate of pay is worked by two or more employees, the posted rate of pay will be given first to the employees working within his department, and then to the employee with the most seniority in the department. When a selection is made between two trainees to work a higher position, management will make the choice with consideration of seniority in the department. Call-Ins –Anytime two (2) or more employees work, the employee with the most seniority in the department must receive in-charge pay. When a position with a higher rate of pay becomes available in either in-plant maintenance and/or outside maintenance for a minimum period of five working days, the employee with the most seniority in the department shall be paid the higher rate of pay on all overtime work during this period.
2. On their date of hire, new employees will be credited with the highest amount of

overtime hours that has been charged to any employee up to that date. When transferring by job posting, employees will be credited with the highest amount of overtime for the position in the Department.

D. CALL-INS

1. Employees who are on call from home to work after completing their regular shift of duty shall receive three hours of their overtime rate of pay if they are called in.
2. If the required work on a call-in exceeds three hours, or if any additional or unscheduled call-ins are necessary, the employee shall receive one and one-half his regular rate of pay for each hour worked.
3. The employee is required to do only that work which is necessitated by the call-in, and any additional call-in work. The employee may not be kept to do routine maintenance to fill the three-hour call-in period.
4. Unless otherwise increased by the Authority, a minimum of two (2) employees in the Collections Operation shall be required to carry their cell phones turned on on a rotating basis for a period of seven (7) days (Monday to Sunday) to cover for emergency call-ins. The Authority shall compensate those individuals, scheduled to carry their cell phones turned on, six (6) hours of overtime pay for the week they carry their cell phones. Operator's not able to carry their cell phones should switch with another operator and if they can't switch they must notify the Authority at least seven (7) days in advance in order to get coverage. The Authority shall ask for volunteers to cover the week and the volunteer with the least amount of overtime hours shall be given the pay. If no one volunteers then the operator scheduled must carry the cell phone. Seniority shall prevail if for any reason the assigned operator cannot carry their cell phones and no volunteers are acquired. If an employee does not own a personal cell phone, or refuses to use their own cell phone, a cell phone shall be provided during the time period they are required to have their cell phone in their possession and turned on.

E. LATENESS

Whenever an employee is delayed in reporting for a scheduled work shift, he/she should attempt to contact his/her supervisor in advance, if possible. An employee is late when he/she is not punched in and ready to work at his/her scheduled starting time.

ARTICLE 9. REST AND MEAL BREAKS

1. All employees shall receive two fifteen-minute rest breaks during their normal workday. The break times will be near the middle of the first half and second half of each shift. The rest breaks of Operations staff shall be staggered to assure coverage of the Operations board.
2. An unpaid meal break of thirty (30) minutes shall be provided to all work shifts except the 10:00PM to 8:00 AM shift. These breaks shall be properly punched on the time cards. The meal breaks of the Operations staff shall be staggered to assure coverage of the Operations Board.

ARTICLE 10. JOB POSTING AND ANNOUNCEMENTS

1. The Authority shall post job openings and announcements for a period of four working days in such a place or places where notices are customarily posted.
2. The requirements for the job opening shall be listed in addition to any required licensing or specific educational. If job requirements are upgraded, seniority will first be considered. Existing employees will be given a reasonable amount of time to gain the qualifications.
3. The successful and/or retained employee must possess any college degree/college credits required for the job. If more than one applicant within the bargaining unit possesses the requisite degree or college credits, the successful employee shall be selected based on (A)

Seniority

If the most senior employee does not successfully complete the probationary period then the Employer shall choose the most-qualified employee. In the event that another employee feels that he/she is the most qualified, the only appeal shall be to the Executive Director whose decision shall be final and binding. The Executive Director agrees to meet with the challenging employee and his Union representative as quickly as possible.

4. Employees shall be afforded a trial period of up to sixty (60) days to qualify. During this trial period, the employee shall receive the posted rate of pay.
5. If the employee fails to qualify, he shall be returned to his former job and receive his former rate of pay. Once qualified, the employee shall receive the new rate of pay.
3. All job bids must be filled with-in thirty (30) working days from the date of

posting. If the successful bidder is not moved into the bided position with-in thirty (30) working days the bid shall be re-posted.

4. Individuals who desire to bid into another position (other then the one they were grandfathered) need to acquire the required certificate (SI and/or CI) license within the designated period of two (2) years unless unusual circumstances delay the process.

ARTICLE 11. COMPENSATION PLAN AND PROGRAM

A. WAGE RATES See Attachment (A) Wage Rate Description

The following minimum wage rates as set for the Authority's fiscal years:

2/1/13	2/1/14	2/1/15	2/1/16
2.0%	2.0%	2.5%	3.0%

The 2013 compensation increase above will be retroactively applied to the date provided in the chart.

TRAINEE

SIX (6) MONTHS

ONE (1) YEAR

TWO (2) YEARS

**COLLECTION OPERATOR
(IN CHARGE)**

COLLECTION OPERATOR

**PLANT OPERATOR
(IN CHARGE)**

PLANT OPERATOR

**MAINTENANCE OPERATOR
(IN CHARGE)**

MAINTENANCE OPERATOR

UTILITY

SR. LAB TECH

LABORATORY TEC

B. *LICENSES

The following bonus payments per year shall be made in equal weekly payments to employees who obtain licenses that demonstrate proficiency in skills required by the Authority. License stipend payments shall not increase under this contract. Employees currently holding dual licenses and receiving dual stipends will continue to receive same. Any employee currently enrolled in a program for an extended license will receive the stipends as outlined. However, effective upon signing, the employer will pay for the highest-grade license only. The employer will no longer pay for dual licenses except for those employees holding a Black Seal License.

Journeyman Certificate .

See Attached pay rates.

S-4 and/or C-4 rates.

“

“

S-3 and/or C-3

“

“

S-2 and/or C-2.

“

“

S-1 and/or C-1

“

“

Black Seal

“

“

C. CDL:

1. All new maintenance employees shall be required to obtain their CDL Drivers Licenses.
2. Employees shall be permitted to renew their CDL License on the Authority's time provided the Authority is given thirty (30) days notice of the date the employee intends to renew



his/her CDL License.

3. All maintenance employees must provide a copy of their CDL License to the Authority on an annual basis.
4. Costs associated with the renewal of the CDL shall be paid for by the Authority.
5. Any employee possessing a CDL shall receive a stipend of \$100.

D. MIC and OIC LANGUAGE

1. The employer agrees that MIC and OIC are not supervisors within the meaning of the PERC Act and have no authority to hire, fire, discipline or to effectively recommend the above. These employees are working foremen whose function is to relay information from management to the employees. MIC/OIC pay shall be given to the most senior employee when the MIC/OIC is attending class at another site. The senior employee must accept the MIC/OIC assignment and said assignment must be for a complete workday.

E. UNIFORM PROGRAM

1. All employees shall receive five (5) tee shirts per contract year.
2. The purchase of approved safety shoes will be reimbursed \$120.00 per pair by the Authority and shall be replaced on an as needed basis. Employees must submit their old pair of safety shoes for visual inspection and approval by the employee's supervisor.
3. The Authority shall continue to provide winter coats to all employees who are to work outdoors every 3 years.
4. All employees shall receive either one-(1) set of winter coveralls or a jacket and bib (at the employees option) and one (1) set of summer coveralls during the term of the agreement. The Authority shall maintain, at its expense, employee jackets and uniforms.

F. TRAINING AND EDUCATION POLICY

4. Educational and training programs required by government agencies and are essential to an employee performing his duties will be considered mandatory when they are assigned to attend. The Authority shall pay fully all expenses relative to mandatory training.
5. Programs that are required for the aforementioned licenses shall be offered to any employee requesting same. The Authority will pay fully all expenses for this training. The Authority will determine who will attend, based upon seniority. No more than 50%

from any shift need be assigned.

3. The Authority will determine its support in other training programs on a case-by-case basis. For these programs, it will be the responsibility of the employee to submit a written request to the employee's supervisor. He/she and the Executive Director shall review, and deny or recommend all or part of the request. It is expected that the employee will himself advance the money for this training. He will be reimbursed, upon successful completion of the course with a passing grade or successful completion of the training. The Authority may request grades of employees taking job related training and/or educational classes paid for by the Authority.

*Employees shall have a written request submitted 30 days in advance of the scheduled attendance or within 5 days of the receipt of the notice, whichever is earlier.

6. Travel expenses shall be paid at the current business IRS rate upon successful completion of the course or training.

5. On the day of the employees license exam, he/she shall receive the day off with pay. If the employee is on the 10-8 shift he/she shall receive the night before off, with pay.

G. TOOL BOXES

Upon the Effective Date of this Agreement, each employee with a tool box will be subject to an initial toolbox inspection, followed by regular toolbox inspections, at a scheduled set by the Authority. Employees shall be responsible to reimburse the Authority for any costs expended to replace tools given to an employee that become lost or missing. EXCEPT that tools lost or damaged as part of performance of his/her job will be at the Authority's expense.

Each employee will receive his own tool box and complete set of tools. The Employer will meet with each employee to establish what constitutes a complete set of tools.

H. COMPENSATION PLAN AND PROGRAM – MIC AND OIC LANGUAGE

The employer agrees that MIC and OIC employees are not supervisors within the meaning of the PERC Act and have no authority to hire, fire, discipline or effectively recommend the above. These employees are working foremen whose function is to relay work related information and assignments from Management to employees. Conversely, employees are encouraged to utilize the MIC/OIC to relay information to Management. If a supervisor is unavailable, the MIC/OIC has the ability to reassign work should an emergency situation arise that requires it. The MIC/OIC is not responsible for checking and reporting the quality of the

work of other employees as this is the supervisor's responsibility. MIC/OIC pay shall be given to the most senior employee when the MIC/OIC is not present. The senior employee must accept the MIC/OIC assignment and said assignment must be for the length of time required by the situation.

I. **DIRECT DEPOSIT**

Pursuant to P.L. 2013, c. 28, the Authority shall have the option after July 1, 2014 to require all employees to be paid by direct deposit.

ARTICLE 12. PENSION, HEALTH AND WELFARE

A. PENSION

Employees are enrolled as of their date of hire in the State of New Jersey Public Employees Retirement System.

B. HEALTH BENEFITS.

1. All employees covered under this Contract shall be provided through the State of New Jersey Health Benefits Plan. Coverage shall be provided to the employee and his or her eligible dependents. Should the employee wish to enroll in some other type of medical coverage program, i.e., Health Maintenance Organization (HMO), or Preferred Provider Organization (PPO), the Authority shall pay for the cost of the alternative program up to the equivalent cost which would be the Authority's responsibility under the New Jersey Health Benefits Program.

The Authority shall have the right to change Insurance carriers for health benefits provided the benefits are equal to or better than the current plan.

2. Health Benefits Contributions. Effective February 1, 2013, all employees covered under this contract shall be subject to making the minimum contributions required by law pursuant to the provisions of P.L. 2011, c. 78 with no administrative fees being assessed.

C. BENEFITS CONTINUATION.

Employees on extended sick leave, state disability or supplemental disability will continue to receive paid health benefits up to three (3) months. ("Extended sick leave" is an absence due to the same illness that lasts longer than three (3) consecutive days but is not necessarily qualified as a disability under state law or supplemental disability insurance.) Thereafter, employees may purchase continuation health insurance for his/herself and his/her dependents pursuant to COBRA. If an employee on extended sick leave/disability beyond three months fails to pay the

required premium, the Authority may terminate the health insurance for the employee and his/her dependents.

D. RETIREE HEALTH BENEFITS (TITLE 88).

The Authority shall pay the premium or periodic charges for the benefits provided to a retired employee and the employee's dependents covered under the program, if such employee retired from a State or locally-administered retirement system on a benefit based on 25 years or more of service credited in such retirement system, and shall also reimburse such retired employee for the employee's premium charges under Part B of Medicare covering the retired employee and the employee's spouse. "Retired employee and the employees dependents" shall also include otherwise eligible employees, and their dependents, who retired from a State or locally-administered retirement system prior to the date that the Authority became a participating employer in the New Jersey State Health Benefits Program. The term shall also include otherwise eligible employees, and their dependents who did not elect to continue coverage in the program during such time after the Authority became a participating employer that the Authority did not pay premium or periodic charges for benefits to retired employees and their dependents. Eligibility and enrollment of such employees and dependents shall be in accordance with such rules and regulations as may be adopted by the State Health Benefits Commissioner.

The Authority shall pay the premium or periodic charges for the benefits provided to the surviving spouse of a retired employee and the employee's dependents covered under the program as provided in this Article.

E. DENTAL PLAN

The Authority shall provide to its employees and their dependents dental care under the provisions of the Delta Dental Plan or coverage that is equal to or better than the current plan. The dental benefit shall not be less than \$1500.00 per year per participant and per dependant. Eligible dependents include the lawful spouse, unmarried children up to the age of 19, or the to age of 23 if enrolled as full-time student in an accredited educational institution. The term "children" includes stepchildren, adopted children and foster children provided such children are dependent upon the employee for their support and maintenance.

F. DISABILITY

1. STATE DISABILITY

Disability insurance is provided through the State of New Jersey Disability Plan to which the employee contributes through payroll taxes.

2. SUPPLEMENTAL DISABILITY

a. The Authority shall provide to employees a Supplemental Disability benefit, to replace the Supplemental Disability insurance currently being paid for by the Authority.

b. This Supplemental Disability benefit shall be payable to employees beginning at the end of the third month of extended sick leave/disability and shall continue no longer than the end of the twenty-fourth month of extended sick leave/disability.

c. This Supplemental Disability benefit shall apply to all extended sick leave or disability absences except: (1) mental health disabilities; and (2) workers compensation absences.

d. This Supplemental Disability benefit shall be equivalent to the cost to the employee of purchasing COBRA benefits.

3. DISABILITY DETERMINATION

An employee out on state disability or supplemental disability, or workers compensation, who receives a medical determination of permanent partial or total disability that prevents he/she from performing the essential functions of his/her job, shall no longer be entitled to earn or accrue vacation time, PTO time, or holidays, effective the date of the medical determination.

G. WORKERS' COMPENSATION

In the event that an employee files for worker's compensation and that employee promptly files his/her claim, the Authority will use its best efforts to insure that the employee promptly receives his/her compensation. Such efforts shall include telephone calls and letters to the Worker's Compensation Carrier. Any employee injured on the job shall be provided immediate medical attention and visit the Workmen's Compensation doctors on the Authority's time for future medical attention for said injury.

H. RETIREMENT PLAN

Employees shall be entitled to participate in the Authority sponsored ICMA-457 Plan.

I. MEETINGS REGARDING PENSION/BENEFITS

Whenever a meeting, excluding seminars or forums open to the general public, is held between the Authority and the State or healthcare provider, pertaining to any matters of pension or health benefits, the Shop Steward or their designee, shall be permitted to be in attendance. Up to one union member covered under this Agreement shall be paid their applicable salary and benefits during such meeting.

J. SAFETY EYE WEAR

The cost of safety goggles suitable for wearing over prescription eyewear shall be covered or provided by the Authority to employees with prescription eye wear.

ARTICLE 13. LEAVES OF ABSENCE

A. Personal Time Off Days (PTO)

1. All employees who have completed twelve (12) months of continuous and uninterrupted service as of the execution of this Agreement are entitled to thirteen-(13) PTO days every year of this Agreement. PTO time, however, shall not be calculated in increments of less than one (1) hour at the beginning of the work day.

2. Employees in their first year of employment shall acquire one PTO day per month to a maximum of twelve per year. In the contract year following the first anniversary of hiring, each employee shall have thirteen (13) days per year effective at the beginning of the contract year.

7. Unused PTO leave shall be reimbursed at the rate of one hundred per cent pay at the end of the contract year. Effective February 1, 1993 PTO days may be accumulated from one year to the next for a total of one hundred (100) days. The option of being reimbursed or allowing PTO days to accumulate shall be that of the employee. The rate of reimbursement shall be at the salary level earned by the respective employee at the end of the contract year.

4. An employee will be entitled to leave under the Family & Medical Leave Act of 1993 (FMLA) and the New Jersey Family Leave Act in accordance with the provisions of such statutes. Employees who request absences from work for family leave will be required to

provide written certification that their absence qualifies under the applicable family leave statutes. The Authority's policy with respect to such leave shall be applicable to all employees covered by this collective bargaining agreement. Wherever provisions of this collective bargaining agreement conflict with such policy, such policy shall control. A copy of the Authority's Family and Medical Leave policy is available for inspection by the Union and members of the unit. Approved family leave absences will not be chargeable absences.

5. When an employee is out of work because of illness for three (3) consecutive days, he may be required to see a physician at the expense of the Authority.

6. An employee that becomes ill after reporting to work and needs to leave he/she must notify management prior to leaving.

7. If an employee desires PTO leave in excess of what is provided, he may not return to work without a doctor's report for each instance.

8. When employees exhaust their PTO days and require additional time off due to medical reasons, they may request, in advance, to utilize vacation benefits.

9. At the time of severance, earned but unused PTO days shall be compensated at full pay; in case of death of an employee who is eligible for PTO pay, the employee's estate shall be paid.

10. Employees who use PTO time for lateness at the beginning of his/her shift shall be subject to the following procedures:

(a) In any 30-calendar day period, each employee is entitled to 3 uses of PTO time at the beginning of a shift without being subject to discipline. If a fourth use of PTO at the beginning of a shift occurs within any 30-calendar day period, said employee shall be subject to discipline. Said 30-calendar period shall be a "rolling" 30-day period.

(b) Notwithstanding the terms of Article 4.B, any warning notice issued to an employee under this Article 13.A.10 shall not remain in effect for a period of more than ten (10) months providing the employee does not receive any additional warning notice for that same offense.

11. Employees, who use PTO in excess of the allotted amount, shall be subject to the progressive discipline policy.

12. Employees working ten (10) hour shifts who use scheduled PTO time to take off the entire shift shall be charged eight (8) hours PTO time. 'Scheduled' as used in this Article shall mean PTO time approved at least twenty-four (24) hours in advance by the Authority.

Employee working ten (10) hour shifts who use unscheduled PTO time to take off the entire shift shall be charged ten (10) hours PTO time unless a doctor's note is provided, in which case they shall be charged eight (8) hours PTO time.

B. JURY AND WITNESS

1. An employee shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law, or when he/she is summoned to appear as a witness before a court, legislative committee, or judicial body.

2. Employees shall receive full pay for all time on jury or witness duty, plus the juror fee.

3. Employees called for jury or witness duty must notify the Authority at least one week prior to the date they are to report and must furnish a copy of the Summons.

C. BEREAVEMENT

When an employee loses time from work because of the death of his spouse, father, mother, sister, brother, child, current father-in-law or mother-in-law, grandparents or relative living with the employee, he will be paid by the Authority his regular straight-time rate of pay multiplied by the average number of hours in the employee's normal straight-time workday for each day lost up to a maximum of five (5) days, with one of the days being the day of the funeral or memorial service. It is understood that such payment will be made only when the employee attends the funeral service and for days when the employee is scheduled for work and would have worked except for the death of such relative; likewise for the death of a sister-in-law and brother-in-law, except that one day shall be allowed. Vacation time may be used for bereavement leave for deaths other than those listed in the contract.

E. VACATION

All vacation requests shall be in writing including request for vacation pay.

1.

0 years to completion of 4 years	10 days
5 years to completion of 9 years	15 days
10 years	16 days

11 years	17 days
12 years	18 days
13 years	19 days
14 years to 19 years	20 days
20 years	21 days
21 years	22 days
22 years	23 days
23 years	24 days
24 years	25 days
After 25 years.	1 additional day for each year of service

For the first five years, employees shall earn this vacation at a rate of 1/10th of the total amount to be received each month for the first ten- (10) months

2. In their first year of employment, employees shall receive one vacation day per month of service to a maximum of ten. In order to be eligible to take vacation time, an employee must have been employed for at least six months. . After five years, the vacation will be earned on the anniversary date.

3. At the time of severance, unused vacation time shall be compensated at full pay except in the case of employees terminated for just cause.

4. An employee who is on disability leave for more than three (3) consecutive months shall have his/her vacation and sick time prorated for each month of the disability in excess of the three (3) month period.

The prorated sum will be calculated according to a formula based upon 1/12th of the allotted vacation and sick time in excess of the three-(3) month period.

The three- (3) month grace period shall not commence until after the employee uses all accumulated sick leave and, at the employee's option any earned vacation.

5. Vacation cannot be taken until earned.

6. Employees' with three weeks vacation shall be required to take one-week vacation of five (5) consecutive days or five (5) single weekdays. Employees with four weeks vacation will be required to take two vacations of five (5) consecutive days or ten single weekdays.

7. The minimum vacation request shall be for a period of four (4) hours.

8. Employees may use vacation time or convert such time to be applied to their sick time bank. Employees must, however, take at least two (2) weeks of vacation as time off with pay (if they are eligible for this amount) each year.

9. No vacation request will be granted if it will result in less than 50% attendance in the department or on a shift. If an employee wishes to have this requirement waived, they must ensure a minimum of 50% shift coverage by a qualified person within the department.

ARTICLE 14. HOLIDAYS

A. HOLIDAYS

The parties agree to the following thirteen holidays:

- | | |
|---------------------------------|---------------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. President's Birthday | 9. Veteran's Day |
| 3. Martin Luther King Day | 10. Thanksgiving Day |
| 4. Good Friday or Rosh Hashanah | 11. Day after Thanksgiving |
| 5. Memorial Day | 12. Christmas Day or Yom Kippur |
| 6. Independence Day | 13. Floating Holiday |
| 7. Labor Day | |

All new employees must work a minimum of six months during their first year of employment to receive the Floating Holiday. An employee shall give the employer twenty-four hours notice when he/she seeks to use a floating holiday. The floating holiday benefit will be retained if an employee on disability leave returns to work before six (6) months has elapsed. In the event that an employee remains on disability for a period longer than six (6) months, the floating holiday benefit will not be granted.

B. DAYS OFF

Employees who are regularly scheduled Monday through Friday shall be off duty on the above holidays. Should the holiday fall on Saturday, it shall be celebrated on the preceding Friday; should the holiday fall on Sunday, it shall be celebrated on the succeeding Monday.

C. PAY

1. Employees in Operations shall receive thirteen days' holiday pay in a check during the



first pay period in December for that contract year. If an employee is scheduled to work a holiday, it shall be worked, and he/she shall receive time and one-half his straight rate of pay. Those employees scheduled to be off duty on a holiday shall have the day off. If an employee scheduled to work a holiday does not work it, he/she shall not receive that day's holiday pay. Employees receiving holiday check shall have a break down to show what holidays are being paid.

2. Employees shall be required to work the workday immediately prior to and after the holiday to be entitled to holiday pay. This requirement shall not apply if the employee:

- a. Uses approved personal leave, (including the floating holiday), vacation time, or bereavement leave;
- b. Uses a sick day for personal illness or family illness, provided the employee submits a doctor's note establishing illness.
- c. Employees who are required to work in order to be paid for a holiday under this Article must work the full workday before and after the holiday; provided, however, that an employee shall still be paid for a holiday if he/she works any portion of the workday before and after the holiday and the remainder of the workday not worked is used as scheduled PTO time. "Scheduled" as used in this article shall mean PTO time requested and approved at least 24 hours in advance of the start of the scheduled workday for which the time is requested off.

D. SHIFT ATTENDANCE (Operations)

Minimum shift attendance will be scheduled on Holidays. Should a holiday fall on Tuesday or Wednesday, "A" shift must work, should holiday fall on Thursday, "B" shift must work.

E. SHIFT COVERAGE(Operations)

Employees may use a vacation day on a holiday, provided there is coverage on the shift by another qualified employee within that department. The employee using a vacation day shall not lose holiday pay for that day.

ARTICLE 15. SAFETY AND HEALTH

A. PRE-EMPLOYMENT PHYSICAL

The Authority shall require and pay the entire cost for a pre-employment physical. The examination will be performed within ten days of the employee's hiring date.

B. PHYSICAL EXAMINATION

At anytime the Authority determines it is necessary to insure the maintenance of proper health and sanitary standards at the Authority's premises, the Authority shall have the right, at its expense, to have any employee undergo a physical examination by a physician of the employee's choice. All employees returning to work from extended sick leave/disability may be required, at the Authority's expense, to undergo a physical examination by a physician of employer's choice, and said physician shall verify that the employee is able to perform the essential functions of his/her job, as set forth in the employee's established job description provided by the Authority.

C. INOCULATIONS AND BOOSTERS

The Authority shall provide and pay for all tetanus and Hepatitis C inoculations and boosters required of its employees.



D. SAFETY COMMITTEE

A safety advisory committee, consisting of three people designated by the Union, preferably one employee from inside maintenance, one employee from outside maintenance, and one employee from Operations and three individuals designated by the Authority, shall be instituted for the purposes of discussing conditions at the Authority's facility and recommending measures to improve and maintain the health and safety of its employees. This committee should meet at least once a month. Minutes of Safety Committee shall be posted on Union Bulletin Board in order to keep all employees informed of Committee discussions.

E. DRUG/ALCOHOL POLICY

Effective September 1, 2013, or within thirty (30) days after the ratification of this MOA by the both parties, whichever is later, the Authority may conduct random drug tests on all non-CDL employees, including non-unionized employees, pursuant to the processes and standards specified in Appendix B. All active CDL licensed employees shall be governed by the NJDOT/FMCSA drug testing policy.

F. EMERGENCY MEDICAL TRANSPORTATION

If an employee requires medical treatment necessitating the visit of EMT personnel to the facility or work location, the employee shall be transported to the hospital or emergency room by the EMT personnel and not in Authority vehicles and the employee shall not reasonably refuse said transportation.

ARTICLE 16. COMPLETE AGREEMENT

This Agreement contains the full and complete understanding between the parties hereto and shall be binding upon all of the employees within the bargaining unit. The Authority agrees not to enter into any conflicts with the terms and provisions of this Agreement. The express terms of this Agreement may not be modified except by a written understanding signed by the Authority and the Union.

ARTICLE 17. TERM OF AGREEMENT

This Agreement shall be effective as of February 1, 2013, and shall continue in full force and effect until January 31, 2017, and from year to year thereafter unless notice to terminate the Agreement is sent by either party to the other not less than ninety (90) days prior to the expiration date, by registered mail. Whenever notice to terminate this Agreement is given, the parties mutually agree that a least sixty (60) days prior to this expiration date, they will jointly confer for the purpose of negotiating a successor Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this _____ day of Sept 19 2013.

TEAMSTERS LOCAL 701

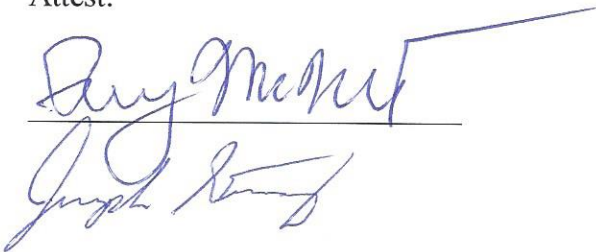


**WESTERN MONMOUTH
UTILITIES AUTHORITY**



_____ 10-3-13

Attest:





_____ 10-3-13



Attachment (A)

Western Monmouth Utilities Authority					
Plant Union Contract					
Base Hourly Rates / Increases					
	2012	2013	2014	2015	2016
		2.0%	2.0%	2.5%	3.0%
Trainee	26.4101	26.9383	27.4771	28.1640	29.0089
		0.5282	0.5388	0.6869	0.8449
Six (6) months	26.8309	27.3675	27.9149	28.6128	29.4712
		0.5366	0.5474	0.6979	0.8584
One (1) year	27.2516	27.7966	28.3525	29.0613	29.9331
		0.5450	0.5559	0.7088	0.8718
Two (2) years / Lab Tech	29.0908	29.6726	30.2661	31.0228	31.9535
		0.5818	0.5935	0.7567	0.9307
In-charge / Sr. Lab Tech	31.0502	31.6712	32.3046	33.1122	34.1056
		0.6210	0.6334	0.8076	0.9934
Utility	22.8880	23.3458	23.8127	24.4080	25.1402
		0.4578	0.4669	0.5953	0.7322

AD

APPENDIX B

WESTERN MONMOUTH UTILITIES AUTHORITY ("WMUA")

SUBSTANCE ABUSE POLICY FOR NON-CDL LICENSED EMPLOYEES

ALL ACTIVE OPERATING CDL EMPLOYEES SHALL BE GOVERNED UNDER DOT/FMCSA DRUG TESTING POLICY

This shall constitute the Western Monmouth Utilities Authority ("WMUA")'s Substance Abuse Policy ("Policy"), which shall be administered by the WMUA's Director of Personnel. This Policy is applicable to all non-CDL licensed employees subject to the WMUA's Collective Bargaining Agreements who are expected to fully comply with this Policy. Failure to do so can result in discipline, up to and including termination in conformance with collectively bargained processes and procedures, including but not limited to this Policy.

1. **OBJECTIVE.** The objective of this Policy is to ensure a safe, healthy, and productive work place for all WMUA employees. This Policy is not intended to monitor off-duty conduct, lifestyle choices of employees, or to regulate the private lives of employees. This policy is intended to stop drug-related accidents, injuries and poor work performance while striving to maintain a drug-free work environment. The WMUA expects all its employees to report to work fit for duty with no alcohol or illegal drugs in their bodies.
2. **DRUG-FREE WMUA PROPERTY AND WORK SITES.** This Policy explicitly prohibits the use, possession, purchase, sale, or distribution of illegal drugs on or within WMUA property or work sites. Similarly, illegal use, possession, purchase, sale or distribution of prescription drugs on or within WMUA property or work sites is strictly prohibited. Any employee who possesses, sells, uses, purchases or distributes an illegal drug, or a legal drug in an illegal manner, on or within WMUA property or a work site will be subject to discharge and the matter will be referred to law enforcement for further investigation.
3. **CONSENT FORM.** Before any applicant or current employee is tested, for whatever reason, they must sign a form consenting to the test. Refusal to sign the form is grounds for termination of a current employee and would be considered withdrawal of a job applicant's application.
4. **PRE-EMPLOYMENT TESTING.** All job applicants to the WMUA must be determined to be drug-free through pre-employment testing as a qualification of employment. A confirmed, positive test result for a job applicant shall be grounds for denying employment to that applicant.



5. **RANDOM TESTING.** All non-CDL licensed employees shall be subject to random drug testing by the WMUA. Random tests may only be conducted by a qualified outside facility that conducts random testing consistent with the DOT guidelines proscribed under 49 CFR 40.
6. **POST-ACCIDENT TESTING.** An employee shall provide a urine specimen to be tested for the use of drugs as soon as possible after a reportable accident but in no case less than eight (8) hours for alcohol and thirty-two (32) hours for drugs. An employee who is seriously injured and cannot provide a specimen within these timeframes, shall provide necessary consent for obtaining hospital records and other documents that would indicate whether there were any drugs in their system.
7. **LAB STANDARDS.** The WMUA has selected a qualified testing laboratory, certified by the National Institute on Drug Abuse, to conduct all chemical testing. Drug testing should be a multiple step urine test which involves an immunoassay screening method approved by the Food and Drug Administration and a confirmation by use of Gas Chromatography and Mass Spectrometry (GS/MS). The initial screen should include a split of the sample. At least one-half of the sample should remain at the sampling site for possible subsequent verification of a positive result.
8. **TESTING LEVELS.** At this time, WMUA drug testing shall be limited to five (5) drugs: marijuana, cocaine, opiates, amphetamines, and phencyclidines (PCP). The drugs tested are subject to amendment by the WMUA after provision of thirty (30) days notice to all employees. The WMUA shall use the initial and confirmatory test cut off levels established by the DOT pursuant to 49 CFR 40.87, which are attached to this Policy as last adopted by the DOT on May 4, 2012.
9. **CHAIN OF CUSTODY.** Collection and shipment of all samples must follow a strict chain of custody procedure. All confirmed positive samples must be retained for a period of at least two years. If the chain of custody is broken, the test must be considered void.
10. **POSITIVE TEST RESULT.** A confirmed, positive test result for a current employee shall be handled in the following manner:
 - a. The employee will be noticed by the Director of Personnel and called in for an interview regarding their test results to be provided an opportunity to demonstrate that there was a legitimate medical reason for the result.
 - b. Absent any reasonable explanation for the result, the employee may be referred to management to be subject to discipline by the WMUA pursuant to the applicable terms of their respective Collective Bargaining Agreement.
 - c. Should the employee testing positive, however, voluntarily decide to submit to an assessment and rehabilitation program pursuant to the terms



and conditions of the WMUA's voluntary assistance program below, the employee will be permitted to take a six (6) month leave of absence, **without pay** and without loss of seniority, if they are enrolled in an acceptable rehabilitation program for the same amount of time. An employee shall only be entitled to this opportunity once during their employment with the WMUA.

- d. All costs associated with any rehabilitation or assistance program and follow-up testing for a return to employment after a positive test shall be paid for by the employee.

11. **NEGATIVE TEST RESULT.** Whenever an employee tested randomly or otherwise passes a drug test, the employee will have a copy of the negative result placed in their personnel file.

12. **CONFIDENTIALITY.** All actions taken under this Policy will strictly maintain the confidentiality of our employees. Information related to investigation, possible employee violation, medical tests, or drug tests will be communicated only on a strict "need to know" basis in accordance with the law and employee consent. Discussion with employees conducted under this Policy will be conducted in private.

13. **VOLUNTARY ASSISTANCE.** The WMUA encourages employees covered by this Policy who recognize that they may have a problem with drugs and/or alcohol to seek assistance for resolving the problem. An employee who admits to a drug and/or alcohol problem will not have any adverse employment action taken against them. They will be given an opportunity to obtain a chemical use assessment through WMUA's agent or a community assistance program. Prior to the assessment, however, WMUA will require the employee to sign a release of information form that will enable WMUA to receive results of their assessment, and to receive subsequent reports related to their assessment, and their successful completion of all recommendations for assistance. The following conditions must apply to an employee's self-admission:

- a. The employee's admission cannot be made during their time on duty. It must occur prior to their reporting for duty on any particular day.
- b. The employee's admission cannot be made in an attempt to avoid a required drug test.
- c. The WMUA will remove the employee from their position while undergoing their assessment, if determined to be safe to remain on the job, the employee may be removed from safety sensitive functions, including driving.
- d. WMUA requires the assessment to be completed within three (3) days of the employee's disclosure.
- e. Paid sick, PTO or vacation time may be used while off the job and undergoing an assessment or an assistance program.

When WMUA is satisfied that the employee has complied with the professional recommendations for assistance, the WMUA will return the employee to their job and/or safety sensitive functions, provided that:

- a. Prior to returning, the employee will be required to provide a negative drug and/or alcohol test result on a Return To Duty test.
- b. After being returned work, the employee will be subject to follow-up testing.
- c. An employee who self-identifies or submits to this program under this Policy, and who then fails to comply with the professional's recommendations will be considered to have engaged in conduct prohibited by this Policy and will not be permitted to return to their position.

WMUA will not bear any of the expense incurred by the employee in the process of rehabilitation or counseling.

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